

**MEMORANDUM OF AGREEMENT
BETWEEN
THE LOS ANGELES POLICE DEPARTMENT
AND
THE DEPARTMENT OF HOMELAND SECURITY**

I. PARTIES

This Memorandum of Agreement ("MOA") is made and entered into on this 9 day of Oct 2018, by and between the Los Angeles Police Department, acting by (hereinafter referred to as "LAPD") and the Department of Homeland Security (DHS.)

II. BACKGROUND

Beginning in 2009, the DHS created the Bomb Squad Test Bed (BSTB) program to review and evaluate current and developing technologies in the explosive ordnance disposal community. The focus of the program is to reduce the risk posed to first responders by explosive devices with a focus on mitigating the threat to specialized response entities such as bomb squads and teams. In order to accomplish this, DHS has established collaborative relationships with local and regional bomb squads throughout the Nation to evaluate and assess the latest in equipment and technology available, as well as develop the next generation of specialized response equipment. Current programs exist in Michigan, Virginia, and New Jersey. It is the goal of DHS to expand this program to the Los Angeles region.

III. PURPOSE

The purpose of this MOA is to set forth terms by which the DHS and the LAPD will share and provide services, personnel, equipment, and information to execute the BSTB program.

IV. AUTHORITY AND RESPONSIBILITY

Under Section 570 of the Los Angeles City Charter, the LAPD is the authorized law enforcement agency, and has the power and duty to enforce the penal provisions of the City Charter, City ordinances, state and federal law.

6 U.S.C. 182; Homeland Security Presidential Directive/HSPD-19 (February 12, 2007)

V. RESPONSIBILITIES OF THE LOS ANGELES POLICE DEPARTMENT

The LAPD will jointly work with DHS to implement the DHS BSTB Program to develop and field test the Concepts of Operation (ConOps) and technologies needed to successfully diagnose and render safe Improvised Explosive Devices (IEDs).

LAPD will jointly work with DHS to:

- a. Assist DHS with the development of a baseline of technologies and skill sets required to successfully conduct various phases of a successful render safe procedure;
- b. Provide input to develop improved ConOps and next generation technologies to detect, mitigate, and render safe explosive devices;
- c. Provide LAPD personnel and access to LAPD sites for the purpose of conducting field tests to determine the effectiveness of the technologies and the ConOps; and to receive training related to any technologies and ConOps developed under this MOA; and,
- d. Assist DHS with reporting and disseminating results to the broader LAPD and other appropriate stakeholders.

VI. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

The DHS will jointly work with LAPD to implement the DHS BSTB program to develop and field test the ConOps and technologies needed to successfully diagnose and render safe Person Borne Improvised Explosive Devices (PBIED) and Vehicle Borne Improvised Explosive Devices (VBIED).

DHS will jointly work with LAPD to:

- a. Develop a baseline of technologies and skill sets required to successfully conduct various phases of a successful render safe procedures;
- b. Use input provided by LAPD to develop improved ConOps and next generation technologies;

- c. Conduct field tests at a representative LAPD site using LAPD personnel, as well as personnel from other participating bomb squads to determine the effectiveness of the technologies and the ConOps;
- d. Report and disseminate the results to LAPD and other appropriate stakeholders; and,
- e. Provide technical experts and photo/video support to document results of all activities.

The DHS will coordinate with the appropriate agency to provide draft ConOps and prototype technologies. The DHS will also coordinate with the appropriate organizations to train LAPD personnel on the use of these technologies.

VII. FUNDING

Each party will bear responsibility for all costs incurred in the execution and support of this program. The responsibilities each Party assumes under this MOA are contingent upon available funds from which expenditures may be legally made. Nothing in this MOA, in and of itself, obligates DHS or LAPD to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or other financial obligations. Any endeavor involving reimbursement or contribution of funds between the Parties will be handled in accordance with applicable laws, regulations, and procedures and will be subject to separate subsidiary agreements that will be effected in writing by representatives of both Parties.

VIII. INTELLECTUAL PROPERTY

Each Party is responsible for obtaining or acquiring sufficient intellectual property rights in any technology, training, or ConOps to be developed or shared under this MOA to allow the Parties to meet the purpose and satisfy individual responsibilities of this MOA. In the event the Party's activities under this MOA result in the creation of any new intellectual property, including any enhancement or modification to existing technology, a separate agreement may be needed for allocation of rights of each Party in the newly created intellectual property.

The LAPD agrees to convey to the U.S. Government a nonexclusive, nontransferable, irrevocable, worldwide, royalty-free license to practice and have practiced any invention first produced in performance of this MOA for, or on behalf, of the U.S. Government for research or other government purposes; and to also convey a nonexclusive, nontransferable, irrevocable, worldwide, royalty-free license to use, duplicate, prepare derivative works, distribute or disclose copyrighted works or Proprietary Information in whole or in part and in any manner, and to have or permit others to do so, for research or other government purposes. Research or other government purposes include competitive procurement, but do not include the right to have or permit others to practice an invention or use, duplicate,

prepare derivative works, distribute or disclose copyrighted works or proprietary information for commercial purposes.

IX. ENTIRE AGREEMENT

The MOA contains the entire agreement of the Parties with respect to the subject matter of this MOA, and supersedes all prior negotiations, agreements and understandings with respect thereto.

X. PROVISION OF LAW AND SEVERABILITY

The Parties agree that this MOA is entered into voluntarily and is subject to all applicable current and future federal, state, and local laws, the Los Angeles City Charter and any applicable rules and regulations enacted by independent commissions of the City (collectively, "Laws"). If any article, part or provision of this MOA is in conflict or inconsistent with such Laws, or is otherwise held to be invalid or unenforceable, such MOA article, part or provision will be suspended or superseded by such Laws and/or court ruling and the remainder of this MOA will not be affected thereby, unless the essential purpose of this MOA will be materially impaired thereby.

Nothing in this MOA is intended to restrict or limit the authority and duty of the Chief of Police of the City of Los Angeles (and his/her designees) to enforce the City Ordinances and the penal provisions of the city, state and federal government.

Nothing in this MOA is intended to restrict or limit the authority and duty of DHS in the performance of their duties and responsibilities.

XI. GENERAL PROVISIONS

This MOA describes in general terms the basis upon which the Parties intend to cooperate. This MOA does not intend to create any rights, privileges, or benefits, substantive or procedural, enforceable by any individual or organization against the United States; its departments, agencies, or other entities; its officers or employees; or any other person.

This MOA in no way restricts either party from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

Sensitive but Unclassified Information: The parties will cooperate with each other to protect Sensitive but Unclassified Information, and any other information identified by or

provided by one Party to the other. The furnishing Party will mark the data accordingly and the receiving party will protect it from unauthorized disclosure, including release to the public. At a minimum, the Parties will protect Sensitive but Unclassified Information in accordance with DHS Management Directive 11042.1, *Safeguarding Sensitive but Unclassified (For Official Use Only) Information*.

Information Releases and Non-Disclosure: Before any information pertaining to activities performed pursuant to this MOA is made available to the public, the Parties will review and concur that the information may be released. Nonfederal government employees performing activities pursuant to this MOA who may have access to Sensitive but Unclassified Information (e.g., For Official Use Only) shall sign the DHS form Non-Disclosure Agreement (DHS) form 11000-6) and shall safeguard such information in accordance with DHS Management Directive 11042.1, *Safeguarding Sensitive but Unclassified (For Official Use Only) Information*.

XII. POINTS OF CONTACT

The successive points of contact for all matters related to the implementation and execution of this MOA will be as follows:

A. LAPD

Commanding Officer, Emergency Services Division
Commanding Officer, Counter-Terrorism and Special Operations Bureau
Chief of Police

B. DHS

Director, First Responders Group, Science and Technology Directorate

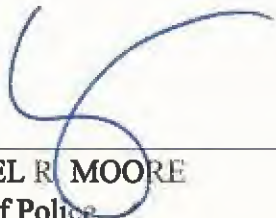
XIII. EFFECTIVE DATE AND TERM OF AGREEMENT

This MOA will become effective on the date of the final signature of the Parties and shall remain in effect for five years.

XIV. TERMINATION

Either party may terminate this MOA with or without cause by giving thirty (30) days written notice to the other Party. In the event that the DHS and the LAPD desire to modify any part of this MOA, any modification shall be in writing and approved by both DHS and LAPD.

Agreed to:



MICHEL R. MOORE
Chief of Police
Los Angeles Police Department

Date:

8-15-18



DANIEL M. COTTER
Director, First Responders Group
Science and Technology Directorate
Department of Homeland Security

Date:

9/15/18